

STIPULATED PROTECTIVE ORDER

1 TUCKER ELLIS LLP
2 BART L. KESSEL SBN 125080
3 bart.kessel@tuckerellis.com
4 515 South Flower Street
5 Forty-Second Floor
6 Los Angeles, CA 90071
7 Telephone: 213.430.3400
8 Facsimile: 213.430.3409

9
10 TAFT STETTINIUS & HOLLISTER
11 RYAN C. EDWARDS
12 Admitted Pro Hac Vice
13 edwardsr@taftlaw.com
14 425 Walnut Street, Suite 1800
15 Cincinnati, OH 45202
16 Telephone: 513.381.2838
Facsimile: 513.381.0205

17 And

18 KATHRYN L. LAPLANTE
19 Admitted pro hac vice
20 klaplanter@taftlaw.com
21 2200 IDS Center
22 80 South 8th Street
23 Minneapolis, MN 55402
24 Telephone: 612.977.8891
25 Facsimile: 612.977.8650

26 Attorneys for Defendant
27 INGERSOLL RAND INC.

28
19 UNITED STATES DISTRICT COURT
20 CENTRAL DISTRICT OF CALIFORNIA

22 RUBEN LUCERO,

23 Plaintiff,

24 v.

25 CITY OF LOS ANGELES; INGERSOLL
26 RAND INC.,

27 Defendants.

Case No. 2:23-CV-01689-JFW-DFM

STIPULATED PROTECTIVE ORDER

Judge John F. Walter

28 1. A. PURPOSES AND LIMITATIONS

STIPULATED PROTECTIVE ORDER

1 Disclosure and discovery activity in this action are likely to involve production of
2 confidential, proprietary, or private information for which special protection from public
3 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
4 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
5 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket
6 protections on all disclosures or responses to discovery and that the protection it affords from
7 public disclosure and use extends only to the limited information or items that are entitled to
8 confidential treatment under the applicable legal principles. The parties further acknowledge, as
9 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
10 confidential information under seal; Civil Local Rule 79-5 and the Court's Standing Order set
11 forth the procedures that must be followed and the standards that will be applied when a party
12 seeks permission from the Court to file material under seal.
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15 **B. GOOD CAUSE STATEMENT**

16 This action involves medical records and information protected by HIPAA, employment
17 and personnel records, and further involves proprietary information including, but not limited to,
18 trade secrets, confidential business practices information, proprietary product design drawings of
19 the product at issue and its component parts (the "Products"), the Products' sourcing information,
20 suppliers, the Products' specifications, and development information, commercial information,
21 financial information, and technical information as to the Products. Protecting this information
22 from public disclosure is warranted as the information derives economic value from not being
23 generally known nor readily ascertainable to the public, and disclosure would threaten that
24 economic value and further threaten the competitive advantage yielded by the information being
25 generally unknown and not readily ascertainable. Design drawings and similar information relating
26 to the Products is proprietary and not publicly available. Further, protecting medical and
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1 personnel/employment information from public disclosure is also warranted and needed to properly
2 safeguard personal information and prevent the harm of violating patient and personnel-related
3 privacy in disclosing personal information that was exchanged for the purpose of obtaining
4 confidential care and/or services. Accordingly, to expedite the flow of information, to facilitate the
5 prompt resolution of disputes over the confidentiality of discovery materials, to adequately protect
6 information the parties are entitled to keep confidential and to prevent harm from the disclosure
7 thereof, to ensure that the parties are permitted reasonable necessary uses of such material in
8 preparation for and in the conduct of trial, to address their handling at the end of the litigation, and
9 serve the ends of justice, a protective order for such information is justified in this matter. It is the
10 intent of the parties that information will not be designated as confidential for tactical reasons and
11 that nothing be so designated without a good faith belief that it has been maintained in a
12 confidential, non-public manner, and there is good cause why it should not be part of the public
13 record of this case.

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15 2. DEFINITIONS

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17 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
18 information or items under this Order.

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20 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
21 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
22 of Civil Procedure 26(c).

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24 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
well as their support staff).

25

26 2.4 Designating Party: a Party or Non-Party that designates information or items that it
produces in disclosures or in responses to discovery as “CONFIDENTIAL.”.

1 2.5 Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other things,
3 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
4 responses to discovery in this matter.

5 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
6 the litigation who (1) has been retained by a Party or its Counsel to serve as an expert witness or
7 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party's
8 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party
9 or of a Party's competitor.

10 2.7 House Counsel: attorneys who are employees of a party to this action. House
11 Counsel does not include Outside Counsel of Record or any other outside counsel.

12 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
13 entity not named as a Party to this action.

14 2.9 Outside Counsel of Record: attorneys, as well as their employees, who are not
15 employees of a party to this action but are retained to represent or advise a party to this action and
16 have appeared in this action on behalf of that party or are employed by a law firm which has
17 appeared on behalf of that party.

18 2.10 Party: any party to this action, including all of its officers, directors, employees,
19 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

20 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
21 Material in this action.

22 2.12 Professional Vendors: persons or entities that provide litigation support services
23 (*e.g.*, photocopying, videotaping, translating, preparing exhibits or demonstrations, and
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1 organizing, storing, or retrieving data in any form or medium) and their employees and
2 subcontractors.

3 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
4 “CONFIDENTIAL.”

5 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
6 Producing Party.

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only Protected Material
9 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
10 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
11 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

12 However, the protections conferred by this Stipulation and Order do not cover the following
13 information: (a) any information that is in the public domain at the time of disclosure to a
14 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
15 a result of publication not involving a violation of this Order, including becoming part of the
16 public record through trial or otherwise; and (b) any information known to the Receiving Party
17 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
18 obtained the information lawfully and under no obligation of confidentiality to the Designating
19 Party. However, if the accuracy of information is confirmed only through the review of Protected
20 Material, then the information shall not be considered to be in the public domain. For example,
21 unsubstantiated media speculations or rumors that are later confirmed to be accurate through
22 access to Protected Material are not “public domain” information. Such information is explicitly
23 included in the definition of “Protected Material” set forth in Section 2.15 above. Any use of
24 Protected Material at trial shall be governed by a separate agreement or order.

25 4. DURATION

1 Even after final disposition of this litigation, the confidentiality obligations imposed by
2 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
3 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
4 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after
5 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
6 including the time limits for filing any motions or applications for extension of time pursuant to
7 applicable law and the time limits for filing a petition for writ of certiorari to the Supreme Court
8 of the United States, if applicable.

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10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
12 or Non-Party that designates information or items for protection under this Order must take care
13 to limit any such designation to specific material that qualifies under the appropriate standards.
14 To the extent it is practical to do so, the Designating Party must designate for protection only
15 those parts of material, documents, items, or oral or written communications that qualify - so that
16 other portions of the material, documents, items, or communications for which protection is not
17 warranted are not swept unjustifiably within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
19 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
20 unnecessarily encumber or retard the case development process or to impose unnecessary
21 expenses and burdens on other Parties) expose the Designating Party to sanctions.

22 If it comes to a Designating Party's attention that information or items that it designated
23 for protection do not qualify for protection at all or do not qualify for the level of protection
24 initially asserted, that Designating Party must promptly notify all other Parties that it is
25 withdrawing the mistaken designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered,
3 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
4 designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents, but
7 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
8 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a
9 portion or portions of the material on a page qualifies for protection, the Producing Party also
10 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
11 margins) and must specify, for each portion, the level of protection being asserted.

12 A Party or Non-Party that makes original documents or materials available for inspection
13 need not designate them for protection until after the inspecting Party has indicated which
14 material it would like copied and produced. During the inspection and before the designation, all
15 of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the
16 inspecting Party has identified the documents it wants copied and produced, the Producing Party
17 must determine which documents, or portions thereof, qualify for protection under this Order.
18 Then, before producing the specified documents, the Producing Party must affix the appropriate
19 legend to each page that contains Protected Material. If only a portion or portions of the material
20 on a page qualifies for protection, the Producing Party also must clearly identify the protected
21 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
22 portion, the level of protection being asserted.

23 (b) for testimony given in deposition or in other pretrial or trial proceedings, the
24 Designating Party must either (1) identify on the record or (2) identify, in writing, within twenty-

1 one days of receipt of the final transcript, the portions of the transcript that shall be treated as
 2 “CONFIDENTIAL.” Only those portions of the testimony that are appropriately designated for
 3 protection within the twenty-one-day period shall be covered by the provisions of this Stipulated
 4 Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to
 5 twenty-one days afterwards, that the entire transcript shall be treated as “CONFIDENTIAL.”
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7 Parties shall give the other Parties notice if they reasonably expect a deposition, hearing,
 8 or other pretrial or trial proceeding to include Protected Material so that the other Parties can
 9 ensure that only authorized individuals who have signed the “Acknowledgment and Agreement to
 10 Be Bound” (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a
 11 deposition or other pretrial or trial proceedings shall not in any way affect its designation as
 12 “CONFIDENTIAL.”
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14 Transcripts containing Protected Material shall have an obvious legend on the title page
 15 that the transcript contains Protected Material, and the title page shall be followed by a list of all
 16 pages (including line numbers as appropriate) that have been designated as Protected Material and
 17 the level of protection being asserted by the Designating Party. The Designating Party shall
 18 inform the court reporter of these requirements. Any transcript that was not designated pursuant
 19 to the first paragraph in Section 5.2(b), above, shall be treated during the twenty-one-day period
 20 for making designations as if it had been designated “CONFIDENTIAL” in its entirety unless
 21 otherwise agreed. After the expiration of that period, or as of such earlier time that such transcript
 22 is designated, the transcript shall be treated only as actually designated.
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24 (c) for information produced in some form other than documentary and for any other
 25 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
 26 or containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
 27 portion or portions of the information or item warrant protection, the Producing Party, to the
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1 extent practicable, shall identify the protected portion(s) and specify the level of protection being
2 asserted.

3 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate
4 qualified information or items does not, standing alone, waive the Designating Party's right to
5 secure protection under this Order for such material. Upon correction of a designation, the
6 Receiving Party must make all reasonable efforts to assure that the material is treated in
7 accordance with the provisions of this Order.

8 In the event that Disclosure or Discovery Material that is subject to a "CONFIDENTIAL"
9 designation is inadvertently produced without such designation, the Producing Party that
10 inadvertently produced the document shall give written notice of such inadvertent production (the
11 "Inadvertent Production Notice") and shall reproduce copies of the Discovery Material that
12 contain the appropriate confidentiality designation. Upon receipt of such Inadvertent Production
13 Notice and reproduction of Discovery Materials, the Party that received the inadvertently
14 produced document, material, or testimony shall promptly destroy the inadvertently produced
15 document, material, or testimony and all copies thereof, or return such together with all copies of
16 such documents, material, or testimony to counsel for the Producing Party. Should the Receiving
17 Party choose to destroy such inadvertently produced document, material, or testimony, the
18 Receiving Party shall notify the Producing Party in writing of such destruction within fourteen
19 days of receipt of the Inadvertent Production Notice and reproduction of Discovery Materials.
20 This provision is not intended to apply to any inadvertent production of any document, material,
21 or testimony protected by attorney-client or work-product privileges.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
24 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
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1 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
2 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
3 challenge a confidentiality designation by electing not to mount a challenge promptly after the
4 original designation is disclosed.

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6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
7 process by providing written notice of each designation it is challenging and describing the basis
8 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
9 notice must recite that the challenge to confidentiality is being made in accordance with this
10 specific paragraph of the Protective Order. The Parties shall attempt to resolve each challenge in
11 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
12 forms of communication are not sufficient) within fourteen days of the date of service of notice.
13 In conferring, the Challenging Party must explain the basis for its belief that the confidentiality
14 designation was not proper and must give the Designating Party an opportunity to review the
15 designated material, to reconsider the circumstances, and, if no change in designation is offered,
16 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
17 stage of the challenge process only if it has engaged in this meet and confer process first or
18 establishes that the Designating Party is unwilling to participate in the meet and confer process in
19 a timely manner.

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6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court
22 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
23 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within twenty-
24 one days of the initial notice of challenge or within fourteen days of the Parties agreeing that the
25 meet and confer process will not resolve their dispute, whichever is earlier.' Each such motion
26 must be accompanied by a competent declaration affirming that the movant has complied with the
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1 meet and confer requirements imposed in the preceding paragraph. Failure by the Designating
2 Party to make such a motion including the required declaration within twenty-one days (or
3 fourteen days, if applicable) shall automatically waive the confidentiality designation for each
4 challenged designation. In addition, the Challenging Party may file a motion challenging a
5 confidentiality designation at any time if there is good cause for doing so, including a challenge to
6 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to
7 this provision must be accompanied by a competent declaration affirming that the movant has
8 complied with the meet and confer requirements imposed by the preceding paragraph.

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10 The burden of persuasion in any such challenge proceeding shall be on the Designating
11 Party. Frivolous challenges and those made for an improper purpose (*e.g.*, to harass or impose
12 unnecessary expenses and burdens on other Parties) may expose the Challenging Party to
13 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
14 file a motion to retain confidentiality as described above, all Parties shall continue to afford the
15 material in question the level of protection to which it is entitled under the Producing Party's
16 designation until the Court rules on the challenge.

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18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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20 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
21 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
22 defending, or attempting to settle this litigation and associated appeals. Such Protected Material
23 may be disclosed only to the categories of persons and under the conditions described in this
24 Order. When the litigation has been terminated, a Receiving Party must comply with the
25 provisions of section 15 below (FINAL DISPOSITION).

26
27 Protected Material must be stored and maintained by a Receiving Party at a location and
28 in a secure manner that ensures that access is limited to the persons authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
2 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
3 disclose any information or item designated “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
5 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
6 information for this litigation;

7 () the officers, directors, and employees (including House Counsel) of the Receiving
8 Party to whom disclosure is reasonably necessary for this litigation;

9 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
10 reasonably necessary for this litigation and who have signed the “Acknowledgment and
11 Agreement to Be Bound” (Exhibit A);

12 (c) the Court and its personnel;

13 (d) court reporters and their staff;

14 (e) professional jury or trial consultants (including mock jurors), and Professional
15 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 during their depositions, witnesses in the action to whom disclosure is reasonably
18 necessary, with the consent of the Designating Party or as ordered by the Court, and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A). Pages of transcribed
20 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
21 bound by the court reporter and may not be disclosed to anyone except as permitted under this
22 Stipulated Protective Order.

23 (f) the author or recipient of a document containing the information or a custodian or
24 other person who otherwise possessed or knew the information.

(g) any mediator who is assigned to this matter, and his or her staff, who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A).

8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

8.1 If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material — and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

8.2 The provisions set forth herein are not intended to, and do not, restrict in any way the procedures set forth in Federal Rule of Civil Procedure 45(d)(3) or (f).

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
2 LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-Party in
4 this action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in
5 connection with this litigation is protected by the remedies and relief provided by this Order.
6 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
7 additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce a
9 Non-Party's confidential information in its possession, and the Party is subject to an agreement
10 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

12 1. promptly notify in writing the Requesting Party and the Non-Party that
13 some or all of the information requested is subject to a confidentiality agreement with a
14 Non-Party;

15 2. promptly provide the Non-Party with a copy of the Stipulated Protective
16 Order in this litigation, the relevant discovery request(s), and a reasonably specific
17 description of the information requested; and

19 3. make the information requested available for inspection by the Non-Party.

20 (c) Unless any contractual notice period in an agreement between the Producing Party
21 and the Non-Party covering the confidentiality and/or disclosure of the information requested
22 allows additional time to allow for the Non-Party to seek a protective order (in which case that
23 time period shall govern), if the Non-Party fails to object or seek a protective order from this
24 Court within fourteen days of receiving the notice and accompanying information the Producing
25 Party may produce the Non-Party's confidential information responsive to the discovery request,
26 unless any contractual provision in an agreement between the Producing Party and the Non-Party
27 requires additional time (in which case that time period shall govern absent order of the Court). If

1 the Non-Party timely seeks a protective order, the Producing Party shall not produce any
2 information in its possession or control that is subject to the confidentiality agreement with the
3 Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-
4 Party shall bear the burden and expense of seeking protection in this Court of its Protected
5 Material.

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7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
9 Material to any person or in any circumstance not authorized under this Stipulated Protective
10 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
11 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
12 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
13 made of all the terms of this Order, and (d) request such person or persons to execute the
14 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

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16 11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain produced material is
18 subject to a claim of privilege or other protection, the obligations of the Receiving Parties are
19 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
20 modify whatever procedure may be established in an e-discovery order that provides for
21 production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),
22 the Parties have reached an agreement on the effect of disclosure of a communication or
23 information covered by the attorney-client privilege or work-product protection as stated in the
24 Parties’ Stipulated [Proposed] Federal Rule of Evidence 502(d) Order and Clawback Agreement.

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26 Pursuant to Federal Rule of Evidence 502(d) and (e), the production of a privileged or
27 work-product-protected document is not a waiver of privilege or protection from discovery in this
28 case or in any other federal or state proceeding. For example, the mere production of privilege or

1 work-product-protected documents in this case as part of a production is not itself a waiver in this
2 case or any other federal or state proceeding.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the
5 right of any person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated
7 Protective Order no Party waives any right it otherwise would have to object to disclosing or
8 producing any information or item on any ground not addressed in this Stipulated Protective
9 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of
10 the material covered by this Protective Order.

11 12.3 Export Control. The Protected Material disclosed by the Producing Party may
12 contain technical data subject to export control laws, and therefore the release of such technical
13 data to foreign persons or nationals in the United States or elsewhere may be restricted. The
14 Receiving Party shall take measures necessary to ensure compliance with applicable export
15 control laws, including confirming that no unauthorized foreign person has access to such
16 technical data.

17 12.4 Filing Protected Material. Without written permission from the Designating Party
18 or a court order secured after appropriate notice to all interested persons, a Party may not file in the
19 public record in this action any Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Civil Local Rule 79-5 and the rules set forth under Section 9
21 of Honorable Judge Walter's Standing Order (the "Court's Standing Order"), dated March 8, 2023.
22 Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of
23 the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue
24 only upon a request establishing that the Protected Material at issue is privileged, protectable as a
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1 trade secret, or otherwise entitled to protection under the law. Further, pursuant to Section 9 of the
2 Court's Standing Order, as it relates to a sealing requested in connection with a dispositive motion
3 or trial, the party seeking a sealing order must demonstrate compelling reasons (as opposed to good
4 cause) for the sealing, and the relief sought must be narrowly tailored to serve the specific interest
5 sought to be protected. Also pursuant to Section 9 of the Court's Standing Order, as it relates to a
6 sealing requested in connection with other documents, the requesting party must articulate
7 compelling reasons supported by specific facts or legal justification that the document or type of
8 information should be protected. If a Receiving Party's request to file Protected Material under seal
9 pursuant to Civil Local Rule 79-5(e) is denied by the Court, then the Receiving Party may file the
10 Protected Material in the public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise
11 instructed by the Court. Pursuant to Section 9 of the Court's Standing Order, if one of the parties
12 wishes to file a document that has been designated confidential by the other party, the submitting
13 party must give any designating party five calendar days notice of intent to file, and, if the
14 designating party objects, it should notify the submitting party and file an application to file
15 documents under seal within two court days.
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18 12.5 Privilege Logs. No Party is required to identify on its respective privilege log any
19 document or communication dated after the filing of the Complaint. The Parties shall exchange
20 their respective privilege logs at a time to be agreed upon by the Parties following the production
21 of documents, or as otherwise ordered by the Court.
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23 13. FINAL DISPOSITION

24 Within sixty days after the final disposition of this action, as defined in Section 4, each
25 Receiving Party must return all Protected Material to the Producing Party or destroy such
26 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
27 compilations, summaries, and any other format reproducing or capturing any of the Protected
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1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
2 submit a written certification to the Producing Party (and, if not the same person or entity, to the
3 Designating Party) by the sixty-day deadline that (1) identifies (by category, where appropriate)
4 all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party
5 has not retained any copies, abstracts, compilations, summaries or any other format reproducing
6 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
7 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
8 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
9 product, and consultant and expert work product, even if such materials contain Protected
10 Material. Any such archival copies that contain or constitute Protected Material remain subject to
11 this Protective Order as set forth in Section 4 (DURATION).
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13 14. OTHER PROCEEDINGS.

15 By entering this Stipulated Protective Order and limiting the disclosure of information in
16 this case, the Court does not intend to preclude another court from finding that information may
17 be relevant and subject to disclosure in another case. Any person or Party subject to this
18 Stipulated Protective Order who becomes subject to a motion to disclose another Party's
19 information designated "CONFIDENTIAL" pursuant to this Stipulated Protective Order shall
20 promptly notify that Party of the motion so that the party may have an opportunity to appear and
21 be heard on whether that information should be disclosed.
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1 **IT IS SO STIPULATED**, through Counsel of Record.
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3	DATED: 12/27/2023	CALIFORNIA TRIAL TEAM P.C. 4 By: <u>/s/ Aaron Brown (authorized by email)</u> 5 Aaron Brown 6 Attorney for Ruben Lucero
7	DATED: 12/21/2023	WILSON ELSER MOSCTZ EDELMAN & 8 DICKER LLP 9 By: <u>/s/ Vladyslava Turner (authorized by email)</u> 10 Vladyslava Turner 11 Attorney for City of Los Angeles
12	DATED: 12/21/2023	TUCKER ELLIS 13 By: <u>/s/ Bart Kessel (authorized by email)</u> 14 Bart Kessel 15 Attorney for Ingersoll Rand, Inc.
16	DATED: 12/21/2023	TAFT STETTINIUS & HOLLISTER LLP 17 By: <u>/s/ Ryan Edwards</u> 18 Ryan Edwards 19 Attorney for Ingersoll Rand, Inc.

1 **ATTESTATION**
2

3 Pursuant to Civil Local Rule 5-1(i)(3), the filer of this document attests that all other
4 signatories listed and on whose behalf this filing is made concur in the filing of this document and
5 have granted permission to use an electronic signature.
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8 **IT IS SO ORDERED** that the foregoing Agreement is approved.
9

10 DATED: January 3, 2024
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12 By: 
13 Magistrate Judge Douglas F. McCormick
14 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central of California on [date] in the case of *Ruben Lucero v. City of Los Angeles, et al.*, No. 2:23-cv-1689-JFW-DFMx (C.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

17 I hereby appoint _____ [print or type full name name] of
18 _____ [print or type full address and telephone number] as my California
19 agent for service of process in connection with this action or any proceedings related to
20 enforcement of this Stipulated Protective Order.

21 Date:

City and State where sworn and signed:

Printed name:

2. \mathbf{g}_i :

25 Signature: _____